

19

**AMENDMENT No 6 TO AGREEMENT**  
**FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this day of April 2005, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and 4 LEAF, Inc. (hereafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, the parties entered into an Agreement for professional services on August 6, 2002 for Construction Management and Inspection for the Silicon Valley Intelligent Transportation Project.

WHEREAS, the parties desire to amend the Agreement to allow the CONSULTANT to provide additional professional services necessary to complete the project.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The first sentence in Section 1.1, entitled "Term of Services" is amended to read:

The term of this Agreement shall begin on the date first noted above and shall end on June 31, 2005 .....

2. Section 1, entitled "Services" is amended by adding Exhibit "AM-A6", entitled "Construction Management", which are attached hereto and incorporated by reference herein.
3. Section 2, entitled "Compensation" is amended to add Exhibit "AM-B6", entitled "Fee compensation for the Silicon Valley Intelligent Transportation System project", which is attached hereto and incorporated by reference herein. Section 2, is further amended by adding the following to the end of the Section:

The additional compensation for Construction Management as set forth in Exhibit "AM-B6" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "AM-B6" shall be \$17,500.00.

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated August 6, 2002, between 4 LEAF Inc and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.

5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

4 LEAF Inc.

\_\_\_\_\_  
City Engineer as to content

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney as to Form

ATTESTED BY:

\_\_\_\_\_  
City Clerk

**EXHIBIT AM-A6**  
**"Scope of Construction Management"**

1. The extension of Construction Management from 2/31/04 to approximately 4/31/05, due to the Contractor's failure to coordinate his work with that of his subcontractors, submit required Sub-System Test Result documentation, failure to submit an acceptable System Acceptance Plan and to meet his construction schedule. Consequently, the Construction Management Contractor will expend additional resources on:
  - a) Review Contractors as-built schedule,
  - b) Prepare as-built schedule from City records,
  - c) Prepare settlement recommendation,
  - d) Grant administration,
  - e) Closeout

TOTAL FEE: \$12,500

2. ADDITIONAL SERVICES ALLOWANCE: Not to exceed \$5000. Additional services require advance approval by the City in writing.

**EXHIBIT AM-B6**

**"Fee compensation for the Silicon Valley Intelligent Transportation System Project"**

Code	Client Project (estimated duration of 6 months)	COSTS	HOURS	P. Greenen	J.Brosnan	Allen Boskovich Warrington	Peck/ Huynh
				\$145	\$125	\$95	\$95
100	Program Management Subtotal	\$0	0	0	0	0	0
200	200:PLANNING/DESIGN PHASE SERVICES						
200	201:Project Administration	\$0	0	0	0	0	0
200	202:Consultant Management	\$0	0	0	0	0	0
200	203:Grants Administration	\$0	0	0	0	0	0
200	210:CM Plan	\$0	0	0	0	0	0
200	211:Bid strategies/Marketing/Prequalifications	\$0	0	0	0	0	0
200	212:Review/Prepare Div 0/1 Specs	\$0	0	0	0	0	0
200	220:Meetings	\$0	0	0	0	0	0
200	221:Public Awareness	\$0	0	0	0	0	0
200	224:Partnering	\$0	0	0	0	0	0
200	230:Financial System Review	\$0	0	0	0	0	0
200	231:Cost Estimate Preparation /Review/Update	\$0	0	0	0	0	0
200	240:Schedule	\$0	0	0	0	0	0
200	250:Constructibility	\$0	0	0	0	0	0
200	251:VE Analysis	\$0	0	0	0	0	0
200	252:Design Reviews	\$0	0	0	0	0	0
200	Planning/Design Subtotal	\$0	0				
300	300:PRECONSTRUCTION/PROCUREMENT PHASE SERVICES						
300	301:Project Administration	\$0	0	0	0	0	0
300	302:Consultant Management	\$0	0	0	0	0	0
300	303:Grants Administration	\$0	0	0	0	0	0
300	304:Bidding Assistance	\$0	0	0	0	0	0
300	305:Bid Review	\$0	0	0	0	0	0
300	306:Bid Protests	\$0	0	0	0	0	0
300	309:Contract Review & Recommend	\$0	0	0	0	0	0
300	310:Reports	\$0	0	0	0	0	0
300	320:Meetings	\$0	0	0	0	0	0
300	322:Prebid Conference	\$0	0	0	0	0	0
300	323:Preconstruction Conference	\$0	0	0	0	0	0
300	324:Partnering	\$0	0	0	0	0	0
300	330:Financial	\$0	0	0	0	0	0
300	340:Schedule	\$0	0	0	0	0	0
300	355:Preconstruction Photos	\$0	0	0	0	0	0
300	Pre-construction Subtotal	\$0	0				
400	400:CONSTRUCTION PHASE SERVICES	\$0					
400	401:Administration	\$0	0	0	0	0	0
400	402:Construction Management	\$0	0	0	0	0	0
400	403:Grant Administration	\$2,750	22	0	22	0	0

400	404:General Documentation	\$0	0	0	0	0	0
400	405:RFI/RFC Processing	\$0	0	0	0	0	0
400	406:Changes	\$0	0	0	0	0	0
400	407:Issue Tracking/Resolution	\$0	0	0	0	0	0
400	408:Submittal/Shop Drawing Processing	\$0	0	0	0	0	0
400	409:As-built Drawings Monitoring	\$0	0	0	0	0	0
400	410:Project Procedures Manual	\$0	0	0	0	0	0
400	411:Construction Reports	\$0	0	0	0	0	0
400	419:Final Report	\$1,000	8	0	8	0	0
400	420:Weekly Meetings	\$0	0	0	0	0	0
400	424:Partnering	\$0	0	0	0	0	0
400	430:Progress Payments	\$0	0	0	0	0	0
400	431:Cash Flow Projections	\$0	0	0	0	0	0
400	432:Certified Payroll Review	\$0	0	0	0	0	0
400	440:Schedule Review, Monitoring	\$0	0	0	0	0	0
400	441:As-built Schedule	\$3,750	30	0	30	0	0
400	450:General Inspection	0	0	0	0	0	0
400	451:Special Inspections	0	0	0	0	0	0
400	452:Off-site Inspection	\$0	0	0	0	0	0
400	453:OT Inspection	\$0	0	0	0	0	0
400	455:Photos	\$0	0	0	0	0	0
400	456:Punchlist	0	0	0	0	0	0
400	459:Materials Testing	\$0	0	0	0	0	0
400	460:Surveying	\$0	0	0	0	0	0
400	461:Hazmat Services	\$0	0	0	0	0	0
400	490:Closeout	\$2,500	20	0	20	0	0
400	494:Acceptance Testing	0	0	0	0	0	0
400	497:Start-up Coordination	\$0	0	0	0	0	0
400	498:Warranty Coordination	\$0	0	0	0	0	0
400	Construction Subtotal	\$10,000	80		80	0	
500	Dispute Resolution Subtotal			0			0
Total Labor hours			80	0	80	0	
Total Labor Costs		\$10,000		\$0	\$10,000	0	0
Expenses		\$0					
Subconsultants		\$2,500					
Grand Total		\$12,500					